

BAL HARBOUR

- V I L L A G E -

Mayor Jeffrey P. Freimark
Vice Mayor Seth E. Salver
Councilman Alejandro Levy
Councilman Buzzy Sklar
Councilman David Wolf

Village Manager Jorge M. Gonzalez
Village Clerk Dwight S. Danie
Village Attorneys Weiss Serota
Helfman Cole & Bierman, P.L.

Bal Harbour Village Council

Regular Council Meeting
Supplemental Agenda

May 19, 2025

At 6:30 PM

Bal Harbour Village Hall • 655 - 96th Street • Bal Harbour • Florida 33154

SUPPLEMENTAL AGENDA

- R7C** Resolution Approving Purchase and Installation of Swings at Waterfront Park
A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE A CONTRACT WITH KOMPAN, INC. FOR THE PURCHASE AND INSTALLATION OF A SWING SET AND SAFETY SURFACING AT BAL HARBOUR WATERFRONT PARK; PROVIDING FOR AN ALLOCATION OF FUNDS NOT TO EXCEED SEVENTY-FIVE THOUSAND DOLLARS (\$75,000); PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

[Item Summary - Purchase and Installation of Swings at Waterfront Park ADA.pdf](#)

[Memorandum - Purchase and Installation of Swings at Waterfront Park ADA.pdf](#)

[Resolution - Purchase and Installation of Swings at Waterfront Park ADA.pdf](#)

[Attachment - Sample Agreement Swings ADA.pdf](#)

[Attachment - Kompan Proposal ADA.pdf](#)

[Attachment - Swing Configuration ADA.pdf](#)

[Attachment - Proposed Placement ADA.pdf](#)

One or more members of any Village Committee/Board may attend this meeting of the Council and may discuss matters which may later come before their respective Boards/Committees. The New Business and Council Discussion Section includes a section for Public Comment. On public comment matters, any person is entitled to be heard by this Council on any matter; however, no action shall be taken by the Council on a matter of public comment, unless the item is specifically listed on the agenda, or is added to the agenda by Council action. Any person who acts as a lobbyist, pursuant to Village Code Section 2-301 (Lobbyists), must register with the Village Clerk, prior to engaging in lobbying activities before Village staff, boards, committees, and/or the Village Council. A copy of the Ordinance is available in the Village Clerk's Office at Village Hall. If a person decides to appeal any decision made by the Village Council with respect to any matter considered at a meeting or hearing, that person will need a record of the proceedings and, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based (F.S. 286.0105). All persons who need assistance or special accommodations to participate in virtual meetings please contact the Village Clerk's Office (305-866-4633), not later than two business days prior to such proceeding. In accordance with the Americans with Disabilities Act of 1990, all persons who are disabled and who need special accommodations to participate in this proceeding because of that disability should contact the Village Clerk's Office (305-866-4633), not later than two business days prior to such proceeding. All Village Council meeting attendees, including Village staff and consultants, are subject to security screening utilizing a metal detector and/or wand, prior to entering the Council Chamber, Conference Room, or other meeting area located within Village Hall. This is for the safety of everyone. Thanks for your cooperation.

BAL HARBOUR

- VILLAGE -

COUNCIL ITEM SUMMARY

Condensed Title:

A RESOLUTION APPROVING THE PURCHASE AND INSTALLATION OF SWINGS AT BAL HARBOUR WATERFRONT PARK, IN AN AMOUNT UP TO \$75,000; PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Issue:

Should the Village Council approve the purchase and installation of swings at the Bal Harbour Waterfront Park, and allocate the funds necessary for such use?

The Bal Harbour Experience:

☐ Beautiful Environment ☐ Safety ☐ Modernized Public Facilities/Infrastructure
☒ Destination & Amenities ☒ Unique & Elegant ☐ Resiliency & Sustainable Community

Item Summary / Recommendation:

Bal Harbour Waterfront Park was designed with a large open lawn based on community input prioritizing green space. Since opening, however, residents have expressed a strong desire for the addition of swings. At the February 2025 Council Retreat, the Council directed staff to evaluate options for a swing set accommodating both toddlers and older children.

After reviewing proposals and conducting site assessments, staff determined that the only suitable installation location is the east end of the lawn, due to underground infrastructure and operational access needs. The proposed swing set configuration includes two toddler swings and one basket swing, with an area of approximately 1,200 square feet of safety surfacing under and around the swings. While this reduces lawn space, the swings will be removable for special events.


Council is asked to consider whether the desire is to incorporate the swings now or wait for the expansion of the park with the Recreation Center. If the wish is to proceed now, we recommend authorizing the Village Manager to negotiate a contract with Kompan, Inc. and allocate the necessary funds, up to \$75,000 through a budget amendment transferring funds from General Fund Contingency.

THE ADMINISTRATION RECOMMENDS APPROVAL OF THIS RESOLUTION.

Financial Information:

	Amount	Account	Account #
	\$75,000	Minor Capital Purchases - General Fund	01-72-506400

Sign off:

Dir. Rec., Arts & Culture	Chief Financial Officer	Village Manager
Sylvia Flores	Claudia Dixon	Jorge M. Gonzalez
		

BAL HARBOUR

- VILLAGE -

COUNCIL MEMORANDUM

TO: Honorable Mayor and Village Council

FROM: Jorge M. Gonzalez, Village Manager

DATE: May 19, 2025

SUBJECT: **A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE A CONTRACT WITH A KOMPAN, INC. FOR THE PURCHASE AND INSTALLATION OF A SWING SET AT BAL HARBOUR WATERFRONT PARK; PROVIDING FOR AN ALLOCATION OF FUNDS NOT TO EXCEED SEVENTY-FIVE THOUSAND DOLLARS (\$75,000); PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.**

ADMINISTRATIVE RECOMMENDATION

The Village Council should carefully consider whether to introduce a swing structure into the park at this time, however, if it wishes to do so, the attached resolution authorizing the manager to enter into an agreement to contract those services is ready for your approval.

BACKGROUND

At the Village Council Meeting of May 15, 2018, the Basis of Design Report for the Bal Harbour Waterfront Park was approved through Resolution 2018-1149, and the Village architects were authorized to proceed with the development of a final set of construction documents for the entire project. During the various public meetings held to develop the program for the entire site, residents expressed a strong desire for a generous green space to support passive recreation and unstructured play as available green space was otherwise limited in the community. To best accommodate all of the desires of the community, certain choices were necessary. It was determined by the community that the final park design should prioritize open space as much as possible. Therefore, traditional play structures such as swing sets were not included as these require a significant amount of space to meet safety requirements.

Since the park's opening, however, the Village has received feedback from residents expressing a desire to incorporate swings into the park's various amenities. In response to this evolving community interest, the topic was formally discussed at the February 2025 Council Retreat. During that discussion, Village staff initially advised that the most feasible location for the addition of swings would be along the east side of the open lawn. Following additional Council dialogue, staff was directed to explore the feasibility of expanding the swing installation, and to find alternate locations that would accommodate the requirements, while minimizing adverse impact to the green space and its use for programs and events, as was originally intended.

It is important to remember that additional opportunities to expand the park's play offerings are anticipated as part of Phase B of the park's development. This future phase includes the relocation of the existing outdoor basketball court to the planned Recreation Center, which is envisioned for the current Village Hall site. Once the court is removed, the vacated space could be repurposed for enhanced play features such as additional swings, musical and interactive play elements, and other amenities. This would allow for meaningful recreational expansion while preserving the central open lawn for passive use, community activities, and special events.

ANALYSIS

Following the Council Retreat, staff has coordinated with three playground equipment vendors to evaluate various options for swing sets, appropriate surfacing materials, and spatial requirements. Concurrently, we have worked closely with the Public Works team to assess the feasibility of potential installation sites within Bal Harbour Waterfront Park, taking into consideration the existing site conditions and critical infrastructure elements.

Our internal site review determined that underground utilities—such as stormwater and sewer pipes, manholes, and related infrastructure—are present throughout multiple areas of the park and significantly constrain installation options. Additionally, it is imperative to maintain unobstructed access routes to the pump station located at the west end of the park for routine maintenance and emergency operations. Based on these constraints, the only suitable location which would be compliant for the swing set installation is at the east end of the lawn area, where originally presented. To maximize useable space and ensure the installation meets safety and accessibility standards, adjustments can be made to the landscaping between the ADA accessible path and the east lawn. This modification will allow the safety surface associated with the swings to be pushed as far east as possible, to try to minimize the impact to the open lawn and maintain the aesthetic integrity of the park, and its intended uses.

We evaluated possible options for shade over the play equipment, however, the above-mentioned location renders it impractical for any type of effective shade structure without further compromising the greenspace.

Although the swing set itself occupies a compact footprint, safety standards established by American National Standards Institute (ANSI) require that safety surfacing be installed under and around the swing set, with minimum clearance zones determined by the swing type. With the proposed configuration of two toddler swings and one basket swing, the overall safety surfacing footprint would total approximately 1,200 square feet. The recommended surfacing is artificial turf, which will be green, to match the look and feel of the natural grass of the lawn.

The recommended play structure includes two toddler swings, intended for children ages 2 to 5, and one basket swing, which can accommodate up to 6 users at a time, ages 2 to 12, providing a maximum range of users and ages receiving recreational benefit in as small a footprint as possible.

Importantly, this recommended layout offers the most flexibility for the Village's ongoing special event programming. During events, the swings can be temporarily removed. This

enables staff to integrate the swing zone into the event layout by situating tents or activity stations either directly west or east of the swing bars, preserving the park's versatility for seasonal and community-wide activities.

Staff reached out to three vendors to get preliminary pricing for various swing configurations and materials. One vendor has never visited the park in person, which is necessary to ensure all site conditions are considered in the proposal. A second vendor provided a proposal but noted that there would be no warranty on the equipment, as the installation is near saltwater. The third vendor, Kompan, Inc. provided a proposal that includes parameters for warranty, and can provide a standard powder coated swing frame, or an enhanced wood frame that would match the aesthetic of the park. The wood aesthetic, known as their Robinia line, comes in at a price of \$66,681.16. With a contingency of 10%, we would request funding approval for up to \$75,000.00.

The Council is asked to consider if the desire is to proceed with purchase and installation of swings at the park at this time at the identified location. If the Council wishes to proceed, we recommend authorization to negotiate an agreement with Kompan, Inc. for the purchase and installation of the Robinia swings and safety surfacing, to include the terms for materials, configuration, and warranty.

FUNDING

Approval of this item would also require authorization for a budget amendment to transfer the requested funds of \$75,000 from General Fund Contingency.

THE BAL HARBOUR EXPERIENCE

One of the pillars of the *Bal Harbour Experience* is Destination & Amenities. Some in our community have identified swings as a desired amenity for the park. Should the Council wish to proceed with the addition of swings, the Robinia line offered through Kompan, Inc. will blend seamlessly with the park's refined aesthetic and will address this desire for the short-term while we plan for Phase B of the park.

CONCLUSION

It is important to remember that additional opportunities to expand the park's amenities will be available through the planned Recreation Center at the current Village Hall site, which would allow for meaningful recreational expansion while preserving the central open lawn for passive use, community activities, and special events. However, if the Council wishes to proceed, we recommend approval of the attached resolution to enter into an agreement with Kompan, Inc. and allocate funds accordingly, up to \$75,000.

Attachments:

1. Sample Agreement
2. Proposal from Kompan, Inc.
3. Photo of Proposed Configuration
4. Photo of Proposed Location/Placement in Bal Harbour Waterfront Park.

RESOLUTION NO. 2025-

A RESOLUTION OF THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AUTHORIZING THE VILLAGE MANAGER TO NEGOTIATE AND EXECUTE A CONTRACT WITH KOMPAN, INC. FOR THE PURCHASE AND INSTALLATION OF A SWING SET AND SAFETY SURFACING AT BAL HARBOUR WATERFRONT PARK; PROVIDING FOR AN ALLOCATION OF FUNDS NOT TO EXCEED SEVENTY-FIVE THOUSAND DOLLARS (\$75,000); PROVIDING FOR IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Bal Harbour Waterfront Park (the "Park") was designed and constructed in alignment with community preferences for a large, open green space, with minimal built play structures; and

WHEREAS, since the Park's opening, the Village has received feedback from residents expressing a desire to incorporate swings as a recreational amenity; and

WHEREAS, in response to this feedback, the Village Council directed staff at the February 2025 Council Retreat to research and evaluate options for swing installation within the park; and

WHEREAS, Village staff engaged with multiple vendors to obtain pricing and design options for various swing configurations, and conducted an internal review with Public Works to assess viable installation locations based on existing infrastructure and site limitations; and

WHEREAS, the Council finds it in the best interest of the Village to authorize the Village Manager to negotiate and enter into an agreement with Kompan, Inc. for swings and appropriate safety surfacing in compliance with all applicable standards, for an amount not to exceed \$75,000.

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE COUNCIL OF BAL HARBOUR VILLAGE, FLORIDA, AS FOLLOWS:

Section 1. Recitals Adopted. That the above stated recitals are hereby adopted and confirmed.

Section 2. Authorization Granted. The Village Manager is hereby authorized to negotiate and execute a contract with Kompan, Inc. for the purchase and installation of swings at Bal Harbour Waterfront Park, in an amount not to exceed Seventy-Five Thousand Dollars (\$75,000).

Section 3. Budget Amendment. That the 2024-25 Budget amendment from General Fund Contingency in an amount not to exceed \$75,000, is hereby approved.

Section 4. Implementation. That the Village Manager is hereby authorized to take all actions necessary to implement the purposes of this Resolution.

Section 5. Effective Date. That this Resolution shall take effect immediately upon the adoption hereof.

PASSED AND ADOPTED this 19th day of May 2025.



Mayor Jeffrey P. Freimark

ATTEST:

Dwight S. Danie, Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Village Attorney
Weiss Serota Helfman Cole & Bierman P.L.

Professional Services Agreement

This Professional Services Agreement (the "Agreement") is made and entered into as of the ____ day of _____, 2025 (the "Effective Date") by and between Bal Harbour Village, a Florida municipality (the "Village") and, an independent contractor ("Consultant"), with each being referred to herein as a Party or collectively as the "Parties."

WHEREAS, the Village seeks services for playground equipment (swings), safety surfacing, and installation at the Bal Harbour Waterfront Park; and

WHEREAS, the Village desires to enter into an agreement with Consultant for the provision of these services.

NOW, THEREFORE, in consideration of the mutual terms, conditions, promises and covenants set forth below, the Village and Consultant agree as follows:

- I. SCOPE OF SERVICES.** Consultant shall provide the scope of services ("Services" or "Work") set forth in Consultant's proposal ("Proposal"), incorporated herein and attached hereto as Exhibit "A." Consultant shall commence the Work upon receipt of a Notice to Proceed, in a form similar to Exhibit "B" attached hereto.
- II. TERM.** This Agreement shall commence on the Effective Date and shall continue through the completion of the installation, no later than December 31, 2025, unless otherwise terminated with or without cause, by the Village in accordance with the provisions of this Agreement.
- III. PAYMENT.** In consideration of Consultant's completion of the Services rendered hereunder, the Village shall pay to Consultant, as provided for in the Proposal in the amount of _____. Additional services shall not be provided without the Village's prior written approval and such approval shall be subject to the Village's execution of a Scope Change document, provided under separate cover.

All Services performed shall be invoiced to the Village. Upon receipt of an acceptable and approved invoice, payment(s) shall be made within thirty (30) days for that portion (or those portions) of the service satisfactorily rendered (and referenced in the particular invoice).

IV. TERMINATION.

A. Termination for Cause.

If a Party fails to fulfill in a timely manner, or otherwise violates or defaults upon, any of the covenants, agreements, or stipulations material to this Agreement, the non-defaulting Party, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the non-defaulting Party shall notify the defaulting Party of its violation of the particular term(s) of this Agreement, and shall grant the defaulting Party fifteen (15) business days to cure such default. If such default remains uncured after fifteen (15) business days, the non-defaulting Party may terminate this Agreement without further notice to defaulting Party. Upon termination, the non-defaulting Party shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, the Agreement.

Notwithstanding the above, Consultant shall not be relieved of liability to the Village for damages in an amount up to and not to exceed the total paid to date by the Village to Consultant sustained by the Village by virtue of any breach of the Agreement by the Consultant. The Village, at its sole option and discretion, shall be entitled to bring any and all legal or equitable actions that it deems to be in its best interest in order to enforce the Village's rights and remedies against Consultant. The Village shall be entitled to recover all costs of such actions, including reasonable attorney's fees up to and not to exceed the total paid to date by the Village to Consultant.

B. Termination for Convenience of the Village.

The Village may, through its Village Manager, and for its convenience and without cause, terminate the Agreement at any time during the Term by giving written notice to Consultant of such termination; which shall become effective thirty (30) days following receipt by Consultant of such notice. If the Agreement is terminated for convenience by the Village, Consultant shall only be paid for any Services satisfactorily performed up to the date of termination; following which both parties shall be discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, this Agreement. In the event that the Village pays Consultant in advance, the Village shall be entitled to a refund of the prorated amount calculated from the date the contract is terminated through the date that the contract would have expired had the Village not exercised

this clause, Consultant shall issue such refund within thirty (30) days of the effective date of termination of the Agreement.

V. INSURANCE REQUIREMENTS

Consultant shall maintain general commercial, automobile (where applicable), workers’ compensation, and professional liability insurance in an amount acceptable to the Village.

Consultant shall maintain the following required types and minimum limits of insurance coverage during the term of this Agreement

	<u>Per Occurrence</u>	<u>Aggregate</u>
General Liability	\$1,000,000	\$2,000,000
Automobile Liability	\$2,000,000 combined single limit per accident	
Professional Liability	\$500,000	\$1,000,000
Workers’ Compensation	Statutory Amount	

This Agreement shall not be deemed approved until the Consultant has obtained all insurance required under this section and has supplied the Village with evidence of such coverage in the form of a Certificate of Insurance and endorsement. The Village shall be named as an additional insured via a blanket endorsement in the endorsement for commercial and automobile liability coverage. The Village shall approve of such Certificates prior to the performance of any Services pursuant to this Agreement.

CERTIFICATE HOLDER MUST READ
Bal Harbour Village
655 96th Street
Bal Harbour, FL 33154

ALL INSURANCE COMPANIES PROVIDED SHALL: Be rated at least A VII per Best’s Key Rating Guide and be licensed to do business in Florida. Consultant’s liability insurance shall be primary to any liability insurance policies that may be carried by the Village. Consultant shall be responsible for all deductibles and self-insured retentions on their liability insurance policies.

Consultant agrees to provide at least thirty (30) calendar days written notice

of cancellation, material change, or renewal refusal to the Village by certified mail, unless policies are renewed with equal or better coverage.

VI. INDEMNIFICATION.

Both Parties agree to indemnify and hold harmless the other Party and its officers, employees, agents, and contractors, from and against any and all third party actions (whether at law or in equity), claims, liabilities, losses, judgments, costs and expenses, including, but not limited to, attorneys' fees and costs (collectively, "Losses"), for personal or bodily injury, wrongful death, or loss of or damage to property, which may arise or be alleged to have arisen from the negligent acts, errors, omissions or willful or intentional conduct of the negligent Party, its officers, employees, agents, subcontractors, or any other person or entity acting under negligent Party's control or supervision, arising out of the negligent Party's performance of the Services pursuant to this Agreement. To that extent, the negligent Party shall pay all such Losses which may issue from any lawsuit arising from such claims, and shall pay all costs and attorneys' fees expended by the afflicted Party in the defense of such claims and losses, including appeals. Subject to Section 768.28, Florida Statutes, which monetary limits shall apply regardless of whether they would apply in the absence of this provision, the Village shall indemnify the Consultant up to the statutory limits.

Nothing in this Agreement shall be deemed or treated as a waiver by the Village of any immunity to which it is entitled by law, including but not limited to the Village's sovereign immunity as set forth in Section 768.28, Florida Statutes.

VII. ENTIRE AGREEMENT.

This Agreement, Consultant's proposal, and any warranties shall constitute the entire Agreement. In the event of a conflict between the provisions of those documents and this Agreement, the provisions of this Agreement shall prevail. Any amendment to the terms of this Agreement shall be evidenced in writing and executed by both Parties.

VIII. WARRANTIES.

Consultant represents and warrants that Consultant is free to enter into the

terms of this Agreement and that Consultant has no obligation to any third party or otherwise that are inconsistent with any of its provisions. Consultant further represents and warrants that Consultant has and shall maintain for the duration of this Agreement, all professional licenses required to be held by an individual or entity providing the Services by any and all federal, state or local law, rule or policy.

Consultant warrants that its services are to be performed within the limits prescribed by the Village and with the usual thoroughness and competence of the Consultant's profession.

Consultant shall be responsible for technical deficiency in the Service deliverables due to errors and omissions for two years after the date of acceptance of the Services by the Village. The Consultant shall, upon the request of the Village, promptly correct or replace all deficient work due to errors or omissions without cost to the Village.

Consultant acknowledges that the responsibilities enumerated in this Agreement (a) will not adversely affect her primary employment; (b) will not create a conflict of interest as defined by Chapter 112, Part III of the Florida Statutes.

IX. NON-EXCLUSIVITY.

This Agreement is non-exclusive. The Village retains the right to engage the services of additional third-party Consultants or assign responsibilities to an employee of the Village to perform the same or similar services provided by Consultant under this Agreement and to assign work to such parties in its sole discretion.

X. SEVERABILITY.

The Parties to this Agreement expressly agree that it is not their intention to violate any public policy, statutory or common law rules, regulations, or decisions of any governmental or regulatory body. If any provision of this Agreement is judicially or administratively interpreted or construed as being in violation of any such policy, rule, regulation, or decision, the provision, sections, sentence, word, clause, or combination thereof causing such violation will be inoperative (and in lieu thereof there will be inserted such provision, section, sentence, word, clause, or combination thereof as may be valid and consistent with the intent of the Parties under this Agreement) and

the remainder of this Agreement, as amended, will remain binding upon the Parties, unless the inoperative provision would cause enforcement of the remainder of this Agreement to be inequitable under the circumstances.

XI. ANTI-DISCRIMINATION

Consultant certifies that it does not discriminate in its membership or policies based on race, color, national origin, religion, sex, sexual orientation, familial status or handicap. Consultant further agrees that neither Consultant, nor any parent company, subsidiaries or affiliates of Consultant are currently engaged in, nor will engage in during the term of this Agreement, the boycott of a person or business based in or doing business with a member of the World Trade Organization or any country with which the United States has free trade.

XII. SCRUTINIZED COMPANIES

- A.** Consultant certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the Village may immediately terminate this Agreement at its sole option if the Consultant or its subcontractors are found to have submitted a false certification; or if the Consultant, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- B.** If this Agreement is for more than one million dollars, the Consultant certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the Village may immediately terminate this Agreement at its sole option if the Consultant , its affiliates, or its subcontractors are found to have submitted a false certification; or if the Consultant, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

- C. The Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

XIII. NOTICES.

All notices hereunder shall be given in writing by registered or certified mail, return receipt requested, postage prepaid, addressed to the Parties at the following respective addresses, or at such other address as may be designated in writing by either Party to the other, and shall be deemed delivered for all purposes hereunder upon deposit of same into the United States mail:

To Village: Jorge Gonzalez, Village Manager
Bal Harbour Village
655 96th Street
Bal Harbour, FL 33154

Copies To: Dwight S. Danie, Village Clerk
Bal Harbour Village
655 96th Street
Bal Harbour, FL 33154

Susan L. Trevarthen, Village Attorney
Weiss Serota Helfman Cole & Bierman, P.L.
200 E. Broward Blvd. Suite 1900
Fort Lauderdale, FL 33312

To Consultant:

XIV. COMPLIANCE WITH LAWS.

Consultant agrees to comply with all laws, ordinances, rules, and regulations that are now or may become applicable to the Services covered by this Agreement, regardless of the applicable jurisdiction.

XV. SUCCESSORS AND ASSIGNS.

This Agreement shall be binding upon the Parties and their respective successors, heirs and assigns. However, the Parties agree that nothing contained herein shall authorize the assignment of this Agreement or the delegation of any duties hereunder by either Party, unless previously set out in this Agreement, without the prior written consent of the other party.

XVI. SURVIVAL OF TERMS.

Termination or expiration of this Agreement for any reason shall not release either Party from any liabilities or obligations set forth in this Agreement which (a) the Parties have expressly agreed shall survive any such termination, or (b) remain to be performed and by their nature would be intended to be applicable following any such termination or expiration. Any liabilities which have accrued prior to termination pursuant to the insurance and/or indemnification obligations set forth below shall survive the termination of this Agreement.

XVII. GOVERNING LAWS.

This Agreement shall be governed by, construed in accordance with, the laws of the State of Florida. The venue for any dispute arising from this Agreement shall be the Circuit Court of Miami-Dade County, Florida. The Parties voluntarily waive any right to trial by jury in the event of litigation between the Parties, which arises out of this Agreement in any way.

XVIII. NO CONTINGENT FEES.

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

XIX. WAIVER.

No delay or omission by either Party hereto, in the exercise of any right or remedy hereunder, shall impair such right or remedy or be construed to be a waiver thereof. Any waiver of any such right or remedy by any Party must be in writing and signed by the Party against which such waiver is sought. A waiver by either of the Parties hereto of any of the covenants to be performed by the other or any breach thereof shall not be construed to be a waiver of

any succeeding breach thereof or any other covenant herein contained. All remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either Party at law, in equity or otherwise.

XX. FORCE MAJEURE.

Non-performance of Consultant or Village shall be excused to the extent that performance is rendered impossible or delayed by strike, fire, hurricane, flood, terrorism, governmental acts or orders or restrictions, or other similar reason where failure to perform is beyond the control of and not caused by the negligence of the non-performing Party ("Force Majeure"), provided that the non-conforming Party gives prompt notice of such conditions to the other Party and makes all reasonable efforts to perform.

XXI. INDEPENDENT CONTRACTOR.

Consultant has been procured and is being engaged to provide Services to the Village as an independent contractor, and not as an agent or employee of the Village. Accordingly, Consultant shall not attain nor be entitled to any rights or benefits of the Village, nor any rights generally afforded classified or unclassified employees of the Village. Consultant further understands that Florida Workers' Compensation benefits available to employees of the Village are not available to Consultant, and agrees to provide workers' compensation insurance for any employee or agent of Consultant rendering Services to the Village under this Agreement.

XXII. CONSULTANT'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

Pursuant to Section 119.0701 of the Florida Statutes, Consultant agrees to:

A. Keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this agreement. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the Village.

B. Upon request from the Village's custodian of public records, Consultant

shall provide the Village with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.

- C. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and final documents provided or created in connection with this Agreement are and shall remain the property of the Village. Notwithstanding, it is understood that at all times Consultant's workpapers shall remain the sole property of Consultant, and are not subject to the terms of this Agreement.
- D. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of Consultant shall be delivered by Consultant to the Village Manager, at no cost to the Village, within seven (7) days. All such records stored electronically by Consultant shall be delivered to the Village in a format that is compatible with the Village's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, Consultant shall destroy any and all duplicate records that are exempt or confidential and exempt from public records disclosure requirements. Notwithstanding the terms of this Section, the Parties agree and it is understood that Consultant will maintain a copy of any information, confidential or otherwise, necessary to support its work product generated as a result of its engagement for services, solely for reference and archival purposes in accordance with all applicable professional standards, which will remain subject to the obligations of confidentiality herein.
- E. Any compensation due to Consultant shall be withheld until all records are received as provided herein.
- F. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the Village.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO

CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-866-4633 clerk@balharbourfl.gov OR BY MAIL: Village of Bal Harbour - Village Clerk's Office, 655 96th Street, Bal Harbour, FL 33154.

XXIII. E-VERIFY

Effective January 1, 2021, public and private employers, contractors and subcontractors will begin required registration with, and use of, the E-verify system in order to verify the work authorization status of all newly hired employees. Contractor acknowledges and agrees to utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of: a) All persons employed by Contractor to perform employment duties within Florida during the term of the contract; and b) All persons (including sub-vendors/subconsultants/subcontractors) assigned by Contractor to perform work pursuant to the contract with the Village. The Contractor acknowledges and agrees that use of the U.S. Department of Homeland Security's E-Verify System during the term of the contract is a condition of the contract with the Village of Bal Harbour.

Should Vendor become the successful Contractor awarded for the above-named project, by entering into this Agreement, the Contractor becomes obligated to comply with the provisions of § 448.095, FL. Statutes, as amended from time to time. This includes but is not limited to utilization of the E-Verify System to verify the work authorization status of all newly hired employees; and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. The Contractor shall maintain a copy of such affidavit for the duration of the contract. Failure to comply will lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the Subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than 20 calendar days after the date of termination. If this contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract by the Village for a period of 1 year after the date of termination.

XXIV. HUMAN TRAFFICKING

By entering into this Agreement, the Consultant is obligated to comply with the provisions of Section 787 06, Florida Statutes. This compliance includes the Consultant providing an affidavit that is does not use coercion for labor or

services. This attestation by the Consultant shall be in the form attached to this Agreement and must be executed by the Consultant when entering into an agreement with the Village.

Consultant further affirms that if it is found in violation of the required Affidavit, such violation shall render this Agreement void. This Agreement shall be void if the Consultant submits a false Affidavit pursuant to Section 787.06, F.S., or the Consultant violates Section 787.06, F.S., during the term of this Agreement even if the Consultant was not in violation at the time it submitted its Affidavit.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, Consultant has signed and delivered this Agreement, and the Village has caused this Agreement to be signed and delivered by its duly authorized officer or representative, all as of the date first set forth above.

CONSULTANT:

VILLAGE:

Bal Harbour Village
655 Ninety-Sixth Street
Bal Harbour, FL 33154

By: _____

By: _____
Jorge M. Gonzalez, Village
Manager

Attest: _____
Dwight S. Danie
Village Clerk

Approved as to form and legal
sufficiency for the use and
reliance of the Bal Harbour
Village only.

By: _____
Village Attorney


Sales Proposal

Bal Harbour Village
Sylvia Flores
18 Bal Bay Dr.
Miami Beach, FL 33154

Quote No. SP148430-1
Customer No. 32184
Document Date 02/26/2025
Expiration Date 04/27/2025

Sales Representative Oscar Lopez
Email OscLop@Kompan.com
Phone No. 305-542-7063 / 800-426-9788

Project Name US318122 Bal Harbour Waterfront Park Swings

No.	Description	Qty Unit	Unit Price	Discount %	Net Price
<u>Equipment</u>					
<u>NRO924-CUSTOM</u>	Swing Frame, 4 seats - 2 Baby & 1 Basket 20345506	1 Pieces	11,490.00	10.00	10,341.00
					
US-PERMIT1	Permit Fee	1 Pieces	2,000.00		2,000.00
US-ENGSTAMP- DRW-1	Engineered Stamped Drawings	1 Pieces	2,000.00		2,000.00
FREIGHT	Freight	1 Pieces	2,757.60		2,757.60
<u>Installation & Surfacing</u>					
US-TURF INSTALLED	FURNISH & INSTALL TURF WITH 2" PADDING AND SILICA SAND.	1,200 Sq. Feet	32.70769		39,249.23
	Note: Turf is turn down into grass.				
INSTALL SPECIAL	Installation of Kompan Equipment	1 Pieces	10,333.33		10,333.33
	<u>Notes</u>				
	Please read attached General Assumptions and Exclusion document for information on Install/Sitework.				
	Excludes sitework, products, & services not listed.				
	Assumes site to be accessible & install ready.				
	Please allow 9 to 11 weeks for product delivery upon order placement.				
	Equipment is as per Bal Harbour Waterfront Park, K1.0 - dated 02/17/25				

Sales Proposal

Bal Harbour Village
Sylvia Flores
18 Bal Bay Dr.
Miami Beach, FL 33154

Quote No. SP148430-1
Customer No. 32184
Document Date 02/26/2025
Expiration Date 04/27/2025

Sales Representative Oscar Lopez
Email OscLop@Kompan.com
Phone No. 305-542-7063 / 800-426-9788

Project Name US318122 Bal Harbour Waterfront Park Swings

No.	Description	Qty	Unit	Unit Price	Discount %	Net Price
-----	-------------	-----	------	------------	------------	-----------

Exceptions to Site Plan : PIP is turf surfacing.

Description	Qty	Retail Price	Discount	Net Price
No. of Products	1			
Subtotal - Products		11,490.00	1,149.00	10,341.00
Subtotal - Surfacing		39,249.23		39,249.23
Subtotal - Installation		14,333.33		14,333.33
Subtotal - Freight		2,757.60		2,757.60
Total USD				66,681.16

Payment Terms 50% Prepayment , 50% Net 30 days

Installation Site Address

Bal Harbour Waterfront Park
18 Bal Bay Dr.
Miami Beach, FL 33154



Sales Proposal

Bal Harbour Village
Sylvia Flores
18 Bal Bay Dr.
Miami Beach, FL 33154

Quote No. SP148430-1
Customer No. 32184
Document Date 02/26/2025
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Sales Representative Oscar Lopez
Email OscLop@Kompan.com
Phone No. 305-542-7063 / 800-426-9788

Project Name US318122 Bal Harbour Waterfront Park Swings

Note that the color and texture of products and surfacing made with recycled content are subjected by the differences from the used recycled raw materials. Therefore, minor differences in the appearance and texture can occur.

Applicable sales tax will be added unless a valid tax exemption certificate is provided. This amount is only an estimate of your tax liability. Your acceptance of this proposal constitutes a valid order request and includes acceptance of terms and conditions contained within this Master Agreement, which is hereby acknowledged.

Acceptance of this proposal from KOMPAN is acknowledged by issuance of an order confirmation by an authorized KOMPAN representative.

Prices in this quotation are good until expiration date, shown in the top of this document. After that date, this proposal may be withdrawn.

Prevailing Wage and Payment & Performance Bonds are not included unless stated in body of Sales Proposal. If Payment & Performance Bonds are needed, add 2.2% of the entire sales proposal.

This information required for order placement:

Accepted By (Please Print): _____

Accepted By (Title): _____

Accepted By (signature): _____

Date: _____

Date Equipment needed on site: _____

Bill To: _____

Ship To: _____

Address: _____

Address: _____

City, State, Zip: _____

City, State, Zip: _____

Contact: _____

Contact: _____

Contact Email: _____

Contact Email: _____

Contact Phone (Office): _____

Contact Phone (Office): _____

Contact Phone (Cell): _____


SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)

Swing Frame for 4 seats

NRO924-CUSTOM-20345506



Item no. NRO924-CUSTOM-20345506	
Dimensions LxWxH	25'9"x7'2"x9'6"
Age group	2 - 12
Play capacity (users)	-
Item color	



A harmonic design of play frames attract attention. Swinging in a stable, solid framework increases the feeling of security and thus increases the force, concentration and energy that the child dare put into swinging. The more stable, the more play intensity. So children will come back to enjoy the archaic experience of swinging, again and again, benefiting their

development of balance and coordination. Adding more seats in a swing frame motivates and enhances social play and cooperation.

Swing Frame for 4 seats

NRO924-CUSTOM-20345506



Item no. NRO924-CUSTOM-20345506		
Installation Information		
Max. fall height		7'11"
Safety surfacing area		851ft²
Total installation time		-
Excavation volume		2.6yd³
Concrete volume		1.1yd³
Footing depth (standard)		3'8"
Shipment weight		1725lbs
Anchoring options	In-ground	✓
Warranty Information		
Robinia wood		15 years
Spare parts guaranteed		10 years
Swing hangers		5 years

ASTM
F1487
compliant

Sustainability Data

NRO924-CUSTOM-20345506



Cradle to Gate A1-A3	Total CO ₂ emission	CO ₂ e/kg	Recycled materials
	kg CO ₂ e	kg CO ₂ e/kg	%
NRO924-CUSTOM-20345506	336.14	0.64	3.33

The overall framework applied for these factors is the Environmental Product Declaration (EPD), which quantifies "environmental information on the life cycle of a product and enable comparisons between products fulfilling the same function" (ISO, 2006). This follows the structure and applies a Life-Cycle Assessment approach to the entire Product stage from raw material through manufacturing (A1-A3))

Kompan A/S

C.F. Tietgens Boulevard 32C
DK-5220 Odense SØ
Denmark



Verification of CO₂ calculation of: Nature play



Data version no. 2023-10-05

The CO₂ calculation and data are in compliance with the principles of a carbon footprint impact according to the GHG protocol (Greenhouse Gas Protocol), Scope 3, cradle to gate related to all individual components in the product category: "Nature play" represented by item no.: NRO409-0621.

(Scope 3 emissions include emission sources in the upstream and downstream value chain).

Date: 30. October 2023 | Valid until: 30. October 2025

Verified by:

Julie Marie Vejsgaard Larsen, LCA & EPD Consultant

Verification based on report: Validation of CO₂ calculation of 9 categories of Kompan product line, version 1.0, prepared by: Bureau Veritas HSE, Denmark: Julie M. V. Larsen.

Publication date: 30. October 2023

By Bureau Veritas HSE
www.bureauveritas.dk
+45 7731 1000

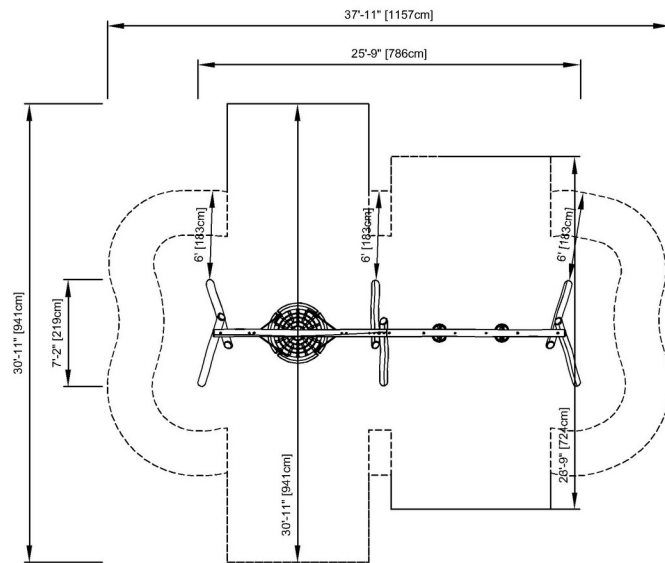


Swing Frame for 4 seats

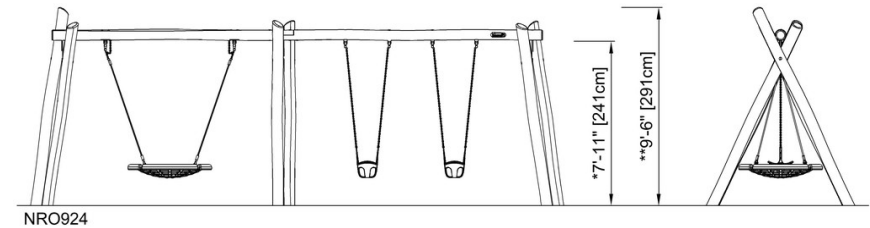
NRO924-CUSTOM-20345506

* Max fall height | ** Total height | *** Safety surfacing area

* Max fall height | ** Total height



NRO924 - 20345506
* 7'-11" / 241cm
** 9'-6" / 291cm
*** 850.9ft² / 79.1m²




[Click to see TOP VIEW](#)

[Click to see SIDE VIEW](#)



DUE TO THE PRESENCE OF THIRD PARTY OR EXISTING PLAY EQUIPMENT, ADA COMPLIANCE SHALL BE THE RESPONSIBILITY OF THE SITE OWNER / OPERATOR.
ADA ACCESSIBLE PATH TO SITE IS REQUIRED, PER 2010 ADA STANDARDS (SECTION 206)

#	Product Number	Product Name	M.F.H.	Count
A	NRO924-CUSTOM_20345506	Swings: 2 Baby 1 Basket	7'11"	1

 GREEN PIP AREA: 1143 SF
CONCRETE CURB: 126' 4"

**Bal Harbour
Waterfront Park**
18 Bal Bay Dr.
Miami Beach, FL
Site Plan



MANUFACTURER'S SHOP DRAWING:

FOR USE BY CONTRACTOR, ENGINEER, OR DESIGN PROFESSIONAL OF RECORD. SEE SIGNED SALES PROPOSAL FOR COMPLETE SCOPE TO BE PROVIDED BY KOMPAN OR REPRESENTING AGENCY. CONFIRM FINAL PLAN AND SCOPE WITH KOMPAN SALES REP OR PROJECT MANAGER PRIOR TO USE FOR REVIEW, PERMITTING, OR CONSTRUCTION.

TO BE READ CONTINGENTLY WITH KOMPAN'S STANDARDS FOR SITE PREPARATION, MATERIALS AND INSTALLATION PROCESSES. PROVIDED AFTER EQUIPMENT PURCHASE. A COMPLIANT PLAYGROUND TO KOMPAN'S STANDARDS MUST SATISFY ALL REQUIREMENTS IN THE CODE OF CONDUCT.

SLAB BY OTHERS UNLESS OTHERWISE NOTED. FOR SURFACE MOUNT OPTIONS, THE CONCRETE REQUIREMENTS MAY BE UP TO 51/2\"/>

DIMENSIONS OF PLAY AREA, SIZE AND ORIENTATION, LOCATIONS OF ALL EXISTING UTILITIES, EQUIPMENT AND SITE FURNISHINGS TO BE FIELD VERIFIED PRIOR TO CONSTRUCTION.

PREPARED AND PRINTED IN USA BY KOMPAN © 2025 KOMPAN, INC. AUSTIN, TX. USA 800-426-9788

SALES REPRESENTATIVE			SHEET
OscLop			K1.0
REVIEW BY DESIGN	DRAWN BY MelEwa	DATE 2025-02-17	
REV. NO. -	REV. BY -	REV. DATE -	REVISION NOTES -

LAYOUT IS IN ACCORDANCE WITH ASTM F1487